SOLICITATION	N/CONTRACT						. REQUISI W68MD9-5	TION NUMBER 181-9618			PAGE	1 OF	14
2. CONTRACT NO.	CTO COMIT ELT	3. AWARD/EFF			R NUMBER	R		5. SOLICITAT	TION NUMBER	(	6. SOLICIT	ATION ISSU	JE DATE
W912DW-05-P-02	277	03-Aug-20	05						-05-Q-0109	-	13-Jul-2		
7. FOR SOLICITATION INFORMATION CALL	:	a. NAME ANGELA A	DEXTER					b. TELEPHO 206-764-6	NE NUMBER (No C 3801			DUE DATE/ M 26 Jul	LOCAL TIME 2005
9. ISSUED BY USA ENGINEER DIS ATTN: CENWS-CT 4735 EAST MARGIN SEATTLE WA 98134	IAL WAY SOUTH	_	V912DW		X UNF	RESTRIC		% FOR	11. DELIVERY DESTINATION BLOCK IS MAR SEE SCHE	UNLESS	12. DISC Net 30 E	OUNT TE Days	RMS
02/// 122 11// 00/0	2020				-		NE SMAL	L BUSINESS		CONTRACT I PAS (15 CFR		ED ORDE	R
					Ш	8(A)			13b. RATING				
TEL: 206-764-37 FAX: 206-764-68					NAICS:				14. METHOD O	F SOLICITAT	ION	RFP	
15. DELIVER TO CHIEF JOSEPH DAM P		CODE G	3R0C00		16. ADM	INISTER	ED BY			COI	DE W91	2DW	
CHIEF JOSEPH DAM P P.O. BOX 1120 BRIDGEPORT WA 98813				ļ	ANGELA D PH: 206-76	DEXTER 64-6801 FA DEXTER@	STRICT, SE X: 206-764 US.ARMY.	-6817					
17a.CONTRACTOR	OFFEROR	(	ODE 07ET6		18a. PAYMENT WILL BE MADE BY CODE W66KQZ								
HIGH PURITY NORTHWEST INC MICHAEL A. WASHBURN 4775 BALLARD AVE NW SEATTLE WA 98107					US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005								
TEL. 206-782-238	8	FAC COI	DE										
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM								
19. ITEM NO.		20. SCHEDUL	E OF SUPPLI	IES/ SEF	RVICES		2	1. QUANTIT	22. UNIT	23. UNIT PE	RICE 2	24. AMO	UNT
		;	SEE SCHE	DULE									
25. ACCOUNTING AND APPROPRIATION DATA									26. TOTAL	AWARD AMO	OUNT (F	or Govt. U	Jse Only)
See Schedule											\$	180,630.	.00
<del> </del>	TION INCORPORA									H			ATTACHED ATTACHED
SET FORTH OR	IS REQUIRED TO FFICE. CONTRACT OTHERWISE IDE HE TERMS AND C	TOR AGREES ENTIFIED ABO	TO FURNISH OVE AND ON A	AND DE NY ADD	LIVER A		ıs 🔽	OFFER DAT (BLOCK 5),	CONTRACT: RE ED <u>13-Jul-2005</u> INCLUDING AN' HEREIN, IS ACC	. YOUR O	FFER ON S OR CH	N SOLICIT ANGES W	VHICH ARE
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a.UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31c. DATE SIGNED									
						25	Sai	ne M Z	Ebert			03-Au	ıg-2005
30b. NAME AND TI	TLE OF SIGNER		30c. DATE S	SIGNED	31b.	NAME O	F CONTRA	CTING OFFICE	ER (TYPE (	OR PRINT)			
(TYPE OR PRINT)					ELAINE M EBERT / CONTRACTING OFFICER								
					TEL:	(206)	764-3638	3	EMAIL: el	aine.m.eber	t@usace.	army.mil	L

SOLICITA	OLICITATION/CONTRACT/ORDER FOR COMMERCIAL I (CONTINUED)					TEMS					PAGE 2 OF 14	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES					I	21. QUANTI	TY 22. UNIT	23. UNIT P	RICE	24. AMOUNT	
19. ITEM NO.			<u> </u>		RVICES	,	21. QUANTI	TY 22. UNIT	23. UNIT P	RICE	24. AMOUNT	
32a. QUANTITY IN	-	_	S BEEN 1									
RECEIVED	ED INSPECTED ACCEPTED, AND CONFORMS TO THE C			CONTRAC	CT, EXCEP	T AS NOTED:						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						RINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT EPRESENTATIVE						
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESE				REPRESENTAT	IVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
						32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
33. SHIP NUMBER			35. AMOUNT VERIFIED CORRECT FOR		36	. PAYMENT	E PARTIAL	FINAL	37. CHE	CK NUMBER		
38. S/R ACCOUNT		ER 39. S	S/R VOUCHER NUMBER	40. PAID BY								
			CORRECT AND PROPER		NT42a. RE	CEIVED B	Y (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  41c. DAT			41c. DATE									
			42b. RECEIVED AT(Location)									
				42c. DA	TE REC'D	(YY/MM/DD)	42d. TOTAL CO	NTAINERS				

#### **NOTES**

#### **Payment by Millington**

#### Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: https://ecweb.dfas.mil

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Milllington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

Verbal Notice to Proceed was given to Michael A. Washburn by Angela Dexter on 2 August 2005.

#### PARTIAL PAYMENT AND SHIPMENT IS ALLOWED.

Completion Date: 10 January 2006 from Receipt of Order.

Technical Point of contact is Allen Budravage at 509-686-3520.

CF:

Contractor: High Purity Northwest Inc

Point Contact: Michael A. Washburn, email: mawphw@uswest.net

Phone: 206-782-2388, Fax Number: 206-660-7656

Allen Budravage: CENWS-OD-CJ
Sandy Harvey: CENWS- OD-CJ
Nancy Cornehl: CENWS- OD-CJ
Richard Werner: CENWS- OD-CJ

File

ITEM NO 0001 SUPPLIES/SERVICES

QUANTITY 6,690

UNIT Each UNIT PRICE \$27.00 AMOUNT \$180,630.00

Governor Turbine Oil Filtration System FFP

Provide procurement of 27 Turbine Oil Filtration System and accessories in accordance with the attached specification for Chief Joseph Dam. Each system shall be capable of a miminal flow of 5 GPM and consist of pump, filter and necessary piping and controls to meet the specifications below. This system's intended use is to remove particulates, varnish, and other semi soluble contaminants from Mobil DTE 799, ISO 68 turbine oil. Filtration system shall be capable of removing impurities to achieve an ISO 4406/99 Code rating of 14/12/10 or better, and to maintain this cleanliness. Delivery is included in the price.

#### PARTIAL PAYMENT AND SHIPMENT IS ALLOWED.

MUST MEET THE REQUIRED TECHNICAL SPECIFICATION:

PURCHASE REQUEST NUMBER: W68MD9-5181-9618

NET AMT \$180.630.00

ACRN AA Funded Amount \$180,630.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X40450000 082433 3230F61HCJ003200 NA 96453

COST 000000000000

CODE:

AMOUNT: \$180,630.00

# SPECIFICATIONS FOR GOVERNOR TURBINE OIL FILTRATION SYSTEM:

#### **Scope**

This specification covers the procurement of 27 turbine oil filtration systems and accessories. This system shall be capable of unattended operation. Each system shall be capable of a miminal flow of 5 GPM and consist of pump, filter and necessary piping and controls to meet the specifications below. This system's intended use is to remove particulates, varnish, and other semi soluble contaminants from Mobil DTE 799, ISO 68 turbine oil. Filtration system shall be capable of removing impurities to achieve an ISO 4406/99 Code rating of 14/12/10 or better, and to maintain this cleanliness.

#### **Source**

Equipment shall be heavy-duty, commercial grade and meet all applicable safety codes and regulations.

#### **Filter System**

1. Type: Filter unit shall be set up as a kidney loop system to clean a sump of approximately 500 gals. and maintain a sump temperature of 105° to 110° F. Average sump oil temperature without additional heat input is a year round 65° F.

#### 2. Construction/Features:

- a) System shall incorporate a constant volume, positive displacement, lubrication IMO three screw pump capable of producing no less than 5 GPM and no greater than 10 GPM with internal or external pressure relief valve.
- b) Pump and motor will have vibration isolation to the frame/mount.
- a) Motor shall be totally enclosed fan cooled with individual overload protection.
- b) Motor shall have an hour meter located on the control panel.
- c) Filter shall utilize top loading Disc-Pak style filter vessel with automatic air bleed valve(s). Each filter housing will have Alsop Disc-Pak (or similar) style high dirt loading deep activated cellulose filters. The filter elements shall be rated at 3um retention absolute. The vessels shall have a permanent perforated core, and integral differential pressure bypass mechanism.
- d) All wetted components shall be hard plumbed, no hoses shall be used. Plumbing shall use Swagelok or Hy-lok fittings with tubing the appropriate wall thickness based on the manufactures recommendations for the fittings used.
- e) Electrical controls and enclosure will be NEMA 4 rated and UL Approved (CUL 508 Stamp) or better.
- f) Electrical components will be protected by circuit breakers with fuses used only on the control transformer. Control power shall be 120VAC.

- g) System shall include an insulated low watt density inline heater with a maximum watt density no greater than 10 watts per square inch. The heater must be designed to automatically turn off if the system shuts down for any reason.
- h) Unit shall have an electronic thermostat (digital panel meter) with no less than ½? LED's, to monitor oil temperature and provide overheat shutdown. The heater must be designed to automatically turn off if the system shuts down for any reason. Temperature and set point display will control the heaters and will maintain the oil temperature with a maximum variance of ±5°F of set temperature.
- i) System electrical requirements are 480v, 3 phase, and 60 Hz. and shall not exceed 30 amps.
- j) Unit shall have automatic shut down and panel light indication for; dirty filters (high differential) and high temperature.
- k) Unit shall include a visual differential pressure indicator with electrical signal for shutdown on high pressure. A maximum indicator dial-type pressure gauge shall be visible from the control panel.
- l) The unit will incorporate a drip pan type base with at least 3 floor anchor points and  $1\frac{1}{2}$ ? spacing off the floor to allow pipe travel under the base in any direction.
- m) Unit shall be built so that it has a front, back and a right and left side defined as the front being the operating side of the control panel. The back side of the unit will not be accessible once the unit is installed. Inlet, outlet and any drain ports will be on the left or right (same) side of the unit. Filter replacement should be possible from the front of the unit.
- n) Inlet and outlet ports will be sized for 3/4? copper tube.
- o) Maximum dimensions of the unit will be no greater than; 24? wide x 24? long x 60? high.
- p) All metal surfaces except stainless (non-magnetic), if any, will be primed and painted with industrial grade enamel paint.
- q) Price includes a one time one day (10 hours) of on site start up assistance as well as initial filter element installed and one spare filter for each system.

#### **Delivery**

Units will be delivered to: Chief Joseph Dam Project Junction Highway 17 and Pearl Hill Road Bridgeport, WA 98813

#### Warranty

Machine and all installed components shall have a warranty on parts and workmanship for no less than 1 year.

#### Manuals

Request 3 copies of manufactures service manuals; parts diagrams/lists and electrical schematic shall be supplied.

### Photocopies are not acceptable.

#### CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and ConditionsCommercial Items	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

#### CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Neverthless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

#### 52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:

8% Percent increase

8% Percent decrease

This increase or decrease shall apply to contract.

(End of clause)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).
(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
(ii) Alternate I (MAR 1999) to 52.219-5.
(iii) Alternate II to (JUNE 2003) 52.219-5.
(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
X_ (15) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
X_ (23) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).
(24)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
(25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
(27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
(28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
X (31) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(32) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
(35)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
(ii) Alternate I (APR 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract ActPrice Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(4) 52.222-44, Fair Labor Standards Act and Service Contract ActPrice Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dp/dars/dfar.html

(End of clause)

### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).
252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
_X 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) ( Alternate I) (APR 2003 (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
252.225-7036 Buy American ActFree Trade AgreementsBalance of Payments Program (JUN 2005) (Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate III (May 2002).
X252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)